



NOTTINGHAMSHIRE
Fire & Rescue Service
Creating Safer Communities

Nottinghamshire and City of Nottingham
Fire and Rescue Authority
Policy and Strategy Committee

INFORMATION SHARING AGREEMENT BETWEEN THE FIRE AND RESCUE SERVICE AND THE NATIONAL HEALTH SERVICE (ENGLAND)

Report of the Chief Fire Officer

Date: 13 November 2015

Purpose of Report:

To provide Members with an overview of the information sharing agreement between NHS England and the Fire and Rescue Service nationally.

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1. BACKGROUND

- 1.1 Nottinghamshire Fire and Rescue Service (NFRS) has a strong reputation for partnership working locally and continues to seek opportunities to reduce risk to the most vulnerable within the community. The esteem in which the Service is held is envied by others in its ability to reach those most vulnerable in society as NFRS is considered a trusted partner agency.
- 1.2 The future health of the nation is seen as a key challenge, with a growing and ageing population it will continue to increase pressure upon the reducing resources available across the public sector.
- 1.3 Through Health and Wellbeing Boards it is recognised that the sharing of data increases collaboration and the resources available to address cross cutting issues.
- 1.4 The Chief Fire Officers Association, working with NHS England, has long recognised that agencies are often visiting the same vulnerable individuals in society, at times in an unco-ordinated manner. This highlighted the need for much wider data sharing to ensure resources are appropriately targeted.
- 1.5 Traditionally the sharing of health data beyond the health sector has been regarded as difficult to achieve and has had wide reaching consequences where information security has not been maintained. This can lead to significant financial penalties and damage to an organisation's reputation.
- 1.6 Members will also be aware of a previous report submitted to the Policy and Strategy committee in November 2014, which outlined the impact on the Service arising from robust information management, as demand for information and transparency has increased in recent years.
- 1.7 Information sharing agreements are a formal document for all parties to understand and communicate responsibilities placed upon organisations to achieve common objectives, whilst maintaining good information management with specific consideration to the Data Protection Act 1998.

2. REPORT

- 2.1 The information sharing agreement contains data (known as Exeter data) for all over 65's and highlights names, date of birth, gender and address due to the propensity of older people being more at risk from fire.
- 2.2 The Agreement therefore has the following three objectives:
 - To reduce deaths and injuries as a result of fire;
 - To reduce human misery and impact on the NHS; and
 - Improving health and wellbeing by working closely with health and social care.

- 2.3 Receiving the data does not automatically mean that NFRS will need to deliver services to everyone aged 65 and over, as they are not all at an increased level of risk. This data provides a richer picture and increases the ability to target resources and ensure preventative work is most effective.
- 2.4 The data is being provided via encrypted email by NHS England from a central hub known as the Health and Social Care Information Centre. To ensure the data remains current it will be refreshed every 12 months following the initial release.
- 2.5 Alongside the information sharing agreement, a risk register has been provided for each fire service to consider within its own risk management arrangements. Officers are now engaged with analysing how to process and integrate with the data already held locally and how to target resources towards those most vulnerable.
- 2.6 The health sector fully believes that this initiative and closer collaboration will support key objectives within the Better Care Fund, namely: 'Scheme 1 – Integrated Access to Care – Maximising Independence and Self-Help'.

3. FINANCIAL IMPLICATIONS

There are no financial implications arising from this report.

4. HUMAN RESOURCES AND LEARNING AND DEVELOPMENT IMPLICATIONS

- 4.1 Implications arise from the need to build the capacity and competence of staff within the Service to meet the information processing and security requirements necessary to maintain the conditions placed upon the Authority within the agreement and ensure compliance.
- 4.2 This will require line managers to consider the knowledge and skills of staff as part of the personal development review process and identify ongoing learning and development requirements.

5. EQUALITIES IMPLICATIONS

There are no equality implications arising directly from this report as it provides an overview of the information sharing agreement designed to support existing policies in relation to the delivery of services which have been equality impact assessed.

6. CRIME AND DISORDER IMPLICATIONS

There are no additional crime and disorder implications arising from this report.

7. LEGAL IMPLICATIONS

- 7.1 Legal implications arise from the statutory framework relating to data protection and information sharing and is a complex area to assure compliance. Monitoring and enforcement of such agreements will be a matter for the Information Commissioner's Office and their intervention may arise from complaints made as to how the Service meets its legal obligations and manages application of the agreement.
- 7.2 Each organisation included may leave the agreement by giving 60 days' notice in writing to the other parties, however this may significantly limit the Service's ability to share data in future and be party to the wider health agenda.

8. RISK MANAGEMENT IMPLICATIONS

- 8.1 Risk arises from the Service's ability to appropriately manage its legal duties. The processing of personal data is already recognised within the corporate risk register and is subject to regular review to ensure changes are highlighted and reflected in any future register.
- 8.2 There are a number of risks if NFRS do not observe these legal obligations, ranging from financial penalties, court actions and reputational damage to the Authority.

9. RECOMMENDATIONS

That Members note the contents of this report.

10. BACKGROUND PAPERS FOR INSPECTION (OTHER THAN PUBLISHED DOCUMENTS)

None.

John Buckley
CHIEF FIRE OFFICER